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Sunnova Energy Corporation*

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

LUIS ACEVEDO,

Plaintiff,

v.

SUNNOVA ENERGY  
CORPORATION; and DOES 1  
through 20, inclusive,

Defendant.

Case No. 5:23-cv-02436-MRA-DTBx

**SUNNOVA ENERGY  
CORPORATION'S RESPONSE TO  
PLAINTIFF'S STATEMENT OF  
RECENT DECISION**

The Honorable Mónica Ramírez  
Almadani

Complaint Filed: November 30, 2023

Hearing: May 16, 2024  
Time: 1:30 p.m.

1 Defendant Sunnova Energy Corporation (“Sunnova”) hereby responds to  
2 Plaintiff Luis Acevedo’s (“Plaintiff’s” or “Acevedo’s”) statement of recent decision.  
3 (Dkt. 39.) Plaintiff submitted a May 3, 2024 order by the Honorable Michael W.  
4 Fitzgerald in *Benjamin Martinez v. Sunnova Energy Corp.*, CDCA Case No. 5:23-  
5 cv-02233-MWF, granting in part, and denying in part, Sunnova’s 12(b)(6) motion to  
6 dismiss. This case differs from *Martinez* in several important respects.

7 As an initial matter, the Honorable Judge Fitzgerald previously declined  
8 Sunnova’s request to relate this case with *Martinez* on the grounds that “the facts  
9 will be completely different.” (Dkt. 12.) Consistent with that determination, the  
10 order in *Martinez* relies on distinguishable facts, including the fact that Martinez  
11 alleges loss and damages that Acevedo fails to plead. With respect to Martinez’s  
12 claims for violations of the Consumers Legal Remedies Act, Cal. Civ. Code 1770, *et*  
13 *seq.*, and the UCL, Bus. & Prof. Code 17200, *et seq.*, the court rejected Sunnova’s  
14 argument on standing, holding that “Plaintiff’s allegation that he lost at least \$918 as  
15 a result of Defendant’s own conduct and through its agent [] is sufficient to confer  
16 standing.” (*Martinez* Dkt. 39 at 14.) Acevedo makes no similar allegations of out-  
17 of-pocket loss that would confer standing.

18 The facts alleged by Martinez were also different with regard to his Rosenthal  
19 Act claims. Martinez alleged “that the phone calls he received were deceptive  
20 because they erroneously stated that he owed \$918 on a late energy bill.” (*Martinez*  
21 Dkt. 39 at 12.) There are no such allegations before this Court. This again limits  
22 any application of the *Martinez* decision here.

23 Further, *Martinez* addresses an Elder Abuse Claim, which is not a claim in  
24 this case. Finally, the *Martinez* decision has no bearing on Acevedo’s Fair Credit  
25 Reporting Act Claim because there was no such claim in *Martinez*.  
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1 DATED: May 10, 2024

Respectfully submitted,

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3 WAYMAKER LLP

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6 By: /s/ Teresa L. Huggins

7 Ryan G. Baker

8 Teresa L. Huggins

9 Jose R. Nuño

10 *Attorneys for Defendant*

11 *Sunnova Energy Corporation*

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